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www.jcgtechnologies.com

**Bench Conference System
Gila County Superior Court, AZ
February 21, 2012**

JCG Solution

JCG Technologies, Inc (JCG) is an integrated digital media solutions provider. We offer integrated digital media solutions for courts, commissions, agencies, councils, boards, and other governmental organizations that need to produce a record of their proceedings/meetings.

JCG provides cost effective solutions to courts and other organizations that want to automate their legal workflow and improve access to information; improving customer service while saving time and money.

This system proposal is offered as a detailed explanation and outline for the above referenced project. The proposal details our scope of work, any concerns or exclusions, and our cost to you for the referenced project. Please read all information carefully and feel free to contact us with any questions or concerns.

Scope of Work

It is our goal to deliver a complete and functional, integrated media design whose components are listed below.

JCG will:

- Provide and install bench conference recording solutions in the four (4) County Courtrooms. The solution provided will enable the recording of bench conferences while muting the sound reinforcement to the general courtroom by providing "white noise" through the Court's voice reinforcement system. A small control pad with buttons for muting the



audio during bench conferences will be provided and installed as part of the solution.

Note equipment requirements will vary per courtrooms as follows:

Globe Courtrooms A and B

1. Control Pad

Payson Courtrooms Main and West

1. Control Pad
 2. Replace the MX 6/4 Mixers with Lectrosonics DM Mixers.
 3. Add a QSC ISA500Ti Amplifier to the Payson Main Courtroom
- Provide and install assisted listening devices for each of the four (4) County Courtrooms. Each system will include four (4) headsets.
 - Provide a lapel microphone for the audio system in Payson.
 - JCG will terminate and test the complete system prior to training.
 - Provide the client with the manufacturers manuals, warranty cards, and any other pertinent pieces of documentation.
 - Test and verify the installation and termination of all cables required to provide the client with a fully functioning integrated media system.
 - Provide comprehensive training on system usage and features to the client. Training will be scheduled and conducted upon client's written acceptance of the completed system.

Requirements and Exclusions

The following details certain exclusions and points of concern as it relates to this project.

- JCG is not responsible for providing 110 VAC circuits to the specified equipment and/or to the equipment locations. JCG will coordinate with the



client as to the engineered and physical requirements of the power circuits, which will be provided by client and or its subcontractor.

- JCG is not responsible for any painting, drywall, millwork or ceiling modifications required for this project.
- Client will need to provide adequate space for any equipment rack mounting. JCG will furnish requirements for the rack locations if required.

System Cost

This proposal is valid for 60 days from the date shown above. In the event the date of your approval to proceed exceeds this 60-day limitation, JCG will recalculate this proposal to represent the current costs for the system.

Equipment Cost	\$14,700.00
Engineering/Programming	300.00
Closeout Documentation and User Manual	Included
Assembly Labor	
Globe A and B Courtrooms	650.00
Payson Main and West	1,750.00
Travel / Lodging / Expenses	Included
Testing	Included
Training	Included
Freight Equipment	400.00
Sales Tax	1,342.50
Total Cost	\$19,142.50



Components

Item Description	Qty	
Common Items		
Cables and Connectors, Screws, Misc Connectors	1	
Audio System		
QSC ISA500Ti Amplifier – For Payson Main Courtroom	1	
Lectrosonics 1612F Digital Matrix Audio Processor (16 inputs 12 outputs) – For Payson Courtrooms	2	
Shure Wireless Lapel Microphone and Battery Pack	1	
Judge's Control Pad	4	
Listen Systems LS-02 Assisted Listening Solution with four (4) LS02-072 Headsets	4	

Deadline and Deliverables

A successful project requires that all parties work toward a common goal, especially as it relates to the completion of the project. JCG deliverables are based on a timeline that commences when JCG receives a signed contract or a purchase order authorizing its engagement for this project.

JCG is forecasting the delivery, installation, testing and commissioning of the proposed system to be complete no later than 30 days from receipt of a purchase order or signed contract. Upon official acceptance of this proposal and issuance of a signed contract or purchase order, JCG will contact the client to establish a working deadline for the completion of this project.



In the event the client requests changes to the original scope or deadline, JCG will propose a revised cost to the client for such changes and will issue an altered deadline as dictated by the request.

Method and Terms of Payment

A signed contract or a purchase order will serve as an acknowledgement and an agreement to the payment terms. In the event that it is impossible to honor these payment terms due to corporate or government restrictions, JCG will issue a new proposal or acceptance reflecting the altered and agreed upon terms of payment.

Each invoice shall be due and payable to JCG Technologies, Inc., at the address specified in this quotation. Client agrees to pay a late charge of two percent (2%) per month or the maximum lawful rate; whichever is less, for all amounts not paid within thirty (30) days of receipt of invoice.

JCG. will provide detailed accounting of part numbers, serial numbers, and equipment location. Our payment terms for this project are:

50% When the Purchase Order is issued.

Final payment of the contract upon completion and delivery of proposed system.

System Warranty

The strength of any Systems Integration Company is its ability to stand behind its system and workmanship. JCG is proud to offer a one-year "bumper to bumper" warranty for this project. This warranty period commences upon the completed installation.

What is Covered?

Workmanship:

Should any part of the system installed by JCG fail due to faulty wiring, faulty termination, or any other negligent act of labor by JCG.; we will repair the system at no charge to the client. This workmanship warranty lasts for the lifetime of the system.



Hardware and Components:

JCG honors the manufacturer's warranty for all equipment sold for this project. Each individual manufacturer warrants its product for varying lengths of time. Should any product need replacement during the system warranty period, JCG will repair or replace that product at no charge to the client.

Outside of the system warranty period, JCG will assist the client in exercising any remaining warranty on the specific product. This will be done at normal service rates and expenses.

What We Will Do:

During the system warranty period, JCG will make every attempt to remotely diagnose and/or repair the deficiency of the system prior to an on-site service call. Once our staff has determined that there is no alternative but to conduct an on-site visit, we will make every attempt to respond as quickly as possible. JCG will provide on-site warranty coverage that includes a best effort response time of no more than 48 hours.

Standard On-Site Guarantee:

Our standard on-site service lasts for 90-days after system acceptance and project sign off. After our initial on-site guarantee ends, JCG will provide its normal response times for your system. Our on-site service is guaranteed for the system components provided by JCG and *does not include* any owner-furnished equipment. JCG does provide extended on-site response service agreements beyond your 90 days. Contact JCG for information.

Handling a Warranty Claim:

Once a service call is made, our service department will handle the claim. Our service department can be reached during normal business hours at (480) 661-5629. Our normal business hours are Monday through Friday, 8:00am to 5:00pm. AZ MST, excluding holidays. We encourage our clients to

keep us aware of critical meeting dates in the unlikely event a service issue arises. During the first year, there is no charge for handling the warranty.

Outside of that period, should a service call be required, you will incur time and material charges at a current service rates and expenses of JCG



Technologies, Inc. This includes travel expenses. Additional comprehensive preventative maintenance programs are available from JCG.

Individual Equipment Warranty:

Aside from the system warranty, most components will carry additional manufacturer warranty coverage anywhere from two to four years. Our system documentation includes all of the necessary paperwork and cards so that the client can register with the manufacturers to officially be eligible for the warranty. As an authorized dealer of each system component, JCG will be available to assist in the processing of warranty claims for your project if and when the need arises.

What This Warranty Does Not Cover:

This system warranty does not cover defects resulting from accidents, alterations to the system, unauthorized repair of components, or general misuse of the system. JCG reserves the right to refuse warranty service if it is found that the client is negligent as described above.

Contact Information

Please do not hesitate to contact me if you have any questions or require any additional information.

Steve Schmenk

President
JCG Technologies, Inc.
9941 East Mission Lane
Scottsdale, Arizona 85258

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Fax: 480 661-7589
Mobile: 602 418-5307
E-mail: srschmenk@jcgtechnologies.com
Web: www.jcgtechnologies.com



Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

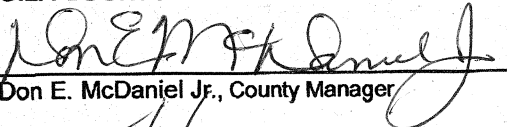
County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."


Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY


Don E. McDaniel Jr., County Manager

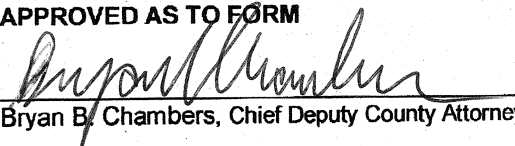
Date: 5/1/12

JCG TECHNOLOGIES


Steven R. Schmenk, President

Date: 4-23-2012

APPROVED AS TO FORM


Bryan B. Chambers, Chief Deputy County Attorney